

May 29, 2009

To:

City of West Lafayette Indiana

Attn: David Downey, Street Commissioner

705 S. River Road

West Lafayette, IN 47906

TEL: 765-775-5242 FAX: 765-746-1302

**Project Name:** 

City of West Lafayette,Indiana

Emergency 8"-24"-36" Insituform® CIPP Lining on Cherry Lane Section 1782

Insituform® CIPP Quote

**Insituform Technologies USA, Inc.** herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

# **Assumptions and Qualifications**

A site review was performed by Insituform Technologies USA, Inc. on 5/19.09. If conditions are materially different from those communicated to **Insituform Technologies USA**, **Inc.**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA**, **Inc**. harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, Inc. for all construction phases of this project. Insituform Technologies USA, Inc. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Bypass pumping price included but can be removed if Contractor chooses to provide. Installation can be completed after point repairs and accesses to both ends are completed.

### **Proposal Pricing**

PAY ITEM	DESCRIPTION	QTY.	U/M	UI	NIT PRICE	A	MOUNT
1	8" Insituform® CIPP(6mm)	475	LF	\$	23.00	\$	10,925.00
2	24" Insituform® CIPP(12mm&13.5mm)	1675	LF	\$	76.00	\$1	27,300.00
3	36" Insituform® CIPP(16.5mm)	1450	LF	\$	120.00	\$1	74,000.00
4	Adjust Manhole to Grade	5	EA	\$	850.00	\$	4,250.00
TOTAL							
	Alternate Bid Items		THE POST OF THE PO				
Alt. 5	Raise Manhole on Cherry	1	EA	\$	4,515.00	\$	4,515.00
Alt. 6	Raise Manhole on Northwestern	1	EA	\$	6,195.00	\$	6,195.00
	ALTERNATE TOTAL					69	10,710.00
TOTAL WITH ALTERNATES							27,185.00

### Proposal Inclusions

The prices stated in this proposal include:

- 1. Bonds and Insurance Included
- 2. Traffic Control Included
- 3. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions (Collapse, Voids, Offsets etc...) may need to be treated as a point repair.
- 4. Pre-Video inspections and documentation (DVD format) of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
- 5. Final video inspection and documentation (DVD format) following completion of the installation of your new pipe rehabilitated by CIPP.
- 6. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
- 7. Confined space safe entry practices.
- 8. One-year standard construction warranty.
- 9. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)
- 10. Traffic Control during the cleaning and lining.
- 11. Flow control bypass during the lining process.
- 12. Buried manholes will be located and raised to grade for the lining process.
- 13. Project bid and intended to go immediately prior to Purdue University school starting back.

#### **Proposal Exclusions**

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, Inc. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, Inc.:

- a) Clear access to sewer, for the purpose of installation, through new or existing manhole.
- b) Access to a sanitary sewer on site to dispose of cure water.
- c) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
- d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- e) Manual operation of any pumping and/or metering stations.
- f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- g) Legal dumpsite for debris resulting from pipe cleaning.(Drying beds or dumpster access)
- h) If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.
- i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- j) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
- k) Project permits and/or local licenses.
- State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
- m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.

## **Proposal Terms and Conditions**

- a) Limits of Liability. In consideration of Insituform Technologies USA, Inc.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, Inc.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, Inc. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, Inc.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:	Accepted By:				
Insituform Technologies USA, Inc.					
Jay B. Fergusan	Signature				
Jay B. Ferguson Business Development Manager	Name/Title				
Accepted by: Insituform Technologies USA, Inc.	Organization				
	Date:				
Is this Project Tax Exempt? If Yes, please pr Exemption Form.	ovide Tax Exemption Form and, where applicable, Project				
Does this Project require Certified Payroll? Are copy of the wage rates.	there wage rates? If yes, please provide a				
This accepted proposal constitutes a formal agreement.	If you initiate a purchase order or other contract				

document it shall not be acknowledged without this accepted proposal as an attachment.

Cherry Lane/Northwes	stern				
CIPP	Insituform			Reynolds	
8" 475' (6mm)	\$23 ft	\$ 10,925.00		\$31 ft	\$ 14,725.00
24" 1675' (13.5 mm)	\$76 ft	\$ 127,300.00		\$87 ft	\$ 145,725.00
36" 1450' (16.5 mm)	\$120 ft	\$ 174,000.00		\$106 ft	\$ 153,700.00
average and a second		\$ 312225.00	>		\$ 314150.0
Adjust M/H to grade 5	@ \$850	\$ 312225.00 \$ 4,250.00			
Traffic Control		yes			yes
		\$ 316,475.00			\$ 314,150.00
Insurance		yes			yes
Bond		yes			yes
Cleaning		yes			yes
Video		yes			yes
Liability		\$5m			\$5m
Cherry M/H		\$ 4,515.00			\$11090 + 8%
Northwestern	24" to 36"	\$ 6,195.00			
		\$ 10,710.00			
	Atlas	Fairfield	RR	Milestone	
Cherry M/H	\$ 4,308.00	\$ 30,964.00			
Northwestern M/H	\$ 5,900.00	(Both)			
Patch Cherry			\$ 5,616.00	\$ 6,960.00	

· Perform their own video & cleaning.

· Vac et waste by owner.